

NAVAL MISSION

Agreement signed at Rio de Janeiro May 7, 1942

Entered into force May 7, 1942

Amended and extended by agreements of January 3 and 18, March 21, May 2, June 8, August 10, and September 17, 1946;¹ May 4 and June 8, 1950;² and June 29 and October 9, 1954³

56 Stat. 1462; Executive Agreement Series 247

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL

In conformity with the request of the Ambassador of the United States of Brazil in Washington, D.C., to the Secretary of State, the President of the United States of America, by virtue of the authority conferred by the act of Congress (44 Stat. 565) of May 19, 1926, entitled "An Act to Authorize the President to Detail Officers and Enlisted Men of the United States Army, Navy and Marine Corps to Assist the Governments of the Latin-American Republics in Military and Naval Matters", as amended by the Act of May 14, 1935 (49 Stat. 218) to include the Commonwealth of the Philippine Islands, has authorized the appointment of officers and enlisted men to constitute a Naval Mission to the United States of Brazil under the conditions specified below:

TITLE I

Purpose and Duration

ART. 1. The purpose of this Mission is to cooperate with the Minister of Marine of Brazil and with the Officers of the Brazilian Navy, with a view to enhancing the efficiency of the Brazilian Navy.

ART. 2. This Mission shall continue for a period of four years from the date of the signing of this agreement by the accredited representatives of the Governments of Brazil and of the United States of America, unless sooner terminated or extended as hereinafter provided. Any member may be detached by the United States Government after the expiration of two years' service, in which case another member will be furnished in replacement.

¹ TIAS 1559, *post*, p. 1034.

² Not printed.

³ 5 UST 2735; TIAS 3130.

ART. 3. If the Government of Brazil should desire that the services of the Mission be extended beyond the period stipulated, a proposal to that effect shall be made in writing six months before the expiration of this agreement.

ART. 4. This agreement may be terminated prior to the expiration of the period of four years prescribed in Article 2, or prior to the expiration of the extension authorized in Article 3, in the following manner:

a) By either Government, subject to three months' notice in writing to the other Government;

b) By the recall of the entire personnel of the Mission by the United States in the public interest of the United States; without compliance with (a).

ART. 5. This agreement is subject to cancellation upon the initiative of either Brazil or the United States in case either Government becomes involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ART. 1. This Mission shall consist of a Chief of Mission of the rank of Captain on active service in the United States Navy and such other United States naval personnel as may subsequently be requested by the Ministry of Marine of Brazil through its authorized representative in Washington and agreed upon by the United States Navy Department.

ART. 2. United States naval personnel now serving on the Naval Mission to Brazil may continue their services in accordance with the terms of this agreement, effective from the date on which it is signed by the duly authorized representatives of the Governments of Brazil and of the United States. The service of such personnel already on duty in Brazil with the United States Naval Mission shall count as service under this agreement for all purposes the enjoyment of which or the exercise of which requires not less than two years' service with the Mission.

TITLE III

Duties, Rank and Precedence

ART. 1. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of Marine of Brazil and the Chief of Mission.

ART. 2. The members of the Mission will be responsible solely to the Minister of Marine of Brazil through the Chief of Mission.

ART. 3. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Navy, and wear the uniform thereof, but shall take precedence over all Brazilian officers of the same rank.

ART. 4. Each member of the Mission shall be entitled to all the benefits and privileges which the Brazilian Navy Regulations provide for Brazilian naval officers and enlisted personnel of corresponding rank.

ART. 5. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

TITLE IV

Compensation and Perquisites

ART. 1. Members of the Mission shall receive from the Government of Brazil such net annual compensation expressed in United States currency as may be agreed upon for each individual member between the Governments of the United States of America and Brazil. The said compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. Payment may be made in Brazilian national currency and when so made shall be computed at such rate of exchange as may be agreed upon between the two Governments. Payments made outside of Brazil shall be in the national currency of the United States of America and likewise in such amounts as may be agreed upon between the two Governments. The said compensation shall not be subject to any Brazilian tax, or to tax by any political subdivision of Brazil, that is now or shall hereafter be in effect. Should there, however, at present or during the life of this agreement be any taxes that might affect the said salaries, such taxes shall be borne by the Brazilian Ministry of Marine, in order to comply with the provision stipulated above that the compensation agreed upon shall be net.

ART. 2. The compensation agreed upon in the preceding Article shall commence upon the date of departure from New York of each member of the Mission, and shall continue, following the termination of duty with the Mission, for the return voyage to New York and thereafter for the period of any accumulated leave which may be due.

ART. 3. The compensation due for the period of the return voyage and accumulated leave shall be paid a detached member prior to his departure from Brazil, and such payment shall be computed for travel via the shortest usually travelled sea route regardless of the route and method of travel elected by the said detached member.

ART. 4. Each member of the Mission and his family shall be furnished by the Government of Brazil with first class accommodations for travel, via the shortest usually travelled sea route, required and performed under this agreement, between New York and Rio de Janeiro, both for the outward and for the return voyage. The shipment of household effects, baggage, and automobile of each member of the Mission between New York and his residence in Brazil shall be made in the same manner by the Government of Brazil; this shall include all necessary expenses incident to unloading from the steamer in Brazil and packing and loading on board the steamer upon departure

from Brazil. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except when the result of circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of Marine of Brazil, shall not be required under this agreement, but shall be determined by negotiation between the United States Navy Department and the authorized representative of the Ministry of Marine of Brazil in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ART. 5. The Government of Brazil shall grant, upon request of the Chief of Mission, free entry for articles for the personal use of the members of the Mission and their families.

ART. 6. If the services of any member of the Mission should be terminated by action of the Government of the United States of America, except in accordance with the provisions of Title I, Article 5, prior to the completion of two years' service, the provisions of Title IV, Article 4, shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Title I, Article 5, he shall receive from the Government of Brazil all the compensations, emoluments, and perquisites as if he had completed two years' service, but the annual salary shall terminate as provided by Title IV, Article 2. But should the Government of the United States of America detach any member for breach of discipline, no cost of the return to the United States of such member, his family, household effects, baggage or automobile shall be borne by the Government of Brazil.

ART. 7. Compensation for transportation and travelling expenses in Brazil on Brazilian official business shall be provided by the Government of Brazil in accordance with Title III, Article 4.

ART. 8. The Chief of Mission shall be furnished by the Brazilian Government with a suitable automobile, with chauffeur, for his use on official business. Suitable motor transportation, with chauffeur, and when necessary a launch properly equipped, shall on call be made available by the Government of Brazil for use by the members of the Mission for the conduct of the official business of the Mission.

ART. 9. Suitable office space shall be made available for the members of the Mission.

ART. 10. If any member of the Mission, or any of his family, dies in Brazil, the Government of Brazil shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Brazil shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall

be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be provided as prescribed in Title IV, Article 4. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on Brazilian official business, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensation due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid prior to the departure of such widow or person from Brazil and within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ART. 1. So long as this agreement, or any extension thereof, is in effect, the Government of Brazil shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Brazilian Navy, except by mutual agreement between the Government of the United States and the Government of Brazil.

ART. 2. Each member of the Mission shall agree not to divulge or by any means disclose to any foreign government or person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue to be binding after termination of duty with the Mission and after the expiration or cancellation of this agreement or any extension thereof.

ART. 3. Throughout this agreement the term "family" shall be construed as meaning wife and dependent children.

ART. 4. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ART. 5. The leave cited in the preceding Article may be spent in foreign countries, but the expenses of travel and transportation involved shall be borne by the member of the Mission taking such leave. All travel time, including sea travel, shall count as leave and shall not be in addition to that authorized in the preceding Article.

ART. 6. The Government of Brazil agrees to grant the leave specified in Article 4 of this Title upon receipt of written application approved, with due consideration for the convenience of the Government of Brazil, by the Chief of Mission.

ART. 7. Except when otherwise mutually agreed upon in advance by the respective Governments, reliefs shall be effected by personal contact in Brazil between the retiring and the relieving members.

ART. 8. Suitable medical attention shall be furnished by the Government of Brazil to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of Mission, be placed in such hospital as the Chief of Mission deems suitable, after consultation with the Brazilian naval authorities, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Brazil shall be paid by the Government of Brazil. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if an enlisted man the cost of subsistence shall be paid by the Brazilian Government. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family except as may be provided by Title III, Article 4.

ART. 9. Any member unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this agreement in duplicate in the English and Portuguese languages, at Rio de Janeiro, this seventh day of May nineteen hundred and forty two.

JEFFERSON CAFFERY	[SEAL]
OSWALDO ARANHA	[SEAL]